

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

18405

SEP 21 1993 - 9:00 AM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

September 24, 1993

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SEP 24 1993 - 9:00 AM
INTERSTATE COMMERCE COMMISSION

3-267A001

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SEP 24 1993 - 9:00 AM
INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

18405
SEP 24 1993 - 9:00 AM
INTERSTATE COMMERCE COMMISSION

SEP 24 1993 - 9:00 AM
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three duly executed copies of the following documents, ~~all~~ dated as of September 1, 1993: a Lease of Railroad Equipment (Amtrak Trust 93-B), a primary document, and a Trust Indenture and Security Agreement, a Lease Supplement No. 1 and an Indenture Supplement No. 1, all secondary documents relating to the aforesaid primary document.

The names and addresses of the parties to the enclosed documents are:

Lease of Railroad Equipment and
Lease Supplement No. 1 DATED 9/24/93

Lessor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Lessee: National Railroad Passenger Corporation (Amtrak)
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

LICENSING BRANCH

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RECEIVED
OFFICE OF THE
SECRETARY

Mr. Sidney L. Strickland, Jr.
September 24, 1993
Page 2

Trust Indenture and Security Agreement
and Indenture Supplement No. 1 DATED 9/24/93

Debtor: Wilmington Trust Company, Owner Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

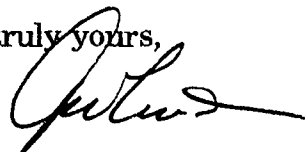
Secured Party: PNC Bank, National Association, Indenture Trustee
Corporate Trust Department
335 Madison Avenue, 10th Floor
New York, New York 10017

A description of the railroad equipment covered by the enclosed documents is: 18 General Electric Dash 8-40 BPH locomotives bearing road marks and numbers AMTK 806 - AMTK 818, inclusive and AMTK 820 - AMTK 824, inclusive.

Also enclosed is a check in the amount of \$64.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

9/24/93

OFFICE OF THE SECRETARY

Robert w. Alvord
Alvord & Alvord
918 16th St N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,

on 9/24/93 at 9:30am, and assigned

recordation number(s). 18218-A, 18348-A, 18397-A, 18404, 18404-A, 18404-B
18397 18404 18404 18404

Sincerely yours,

18304-C

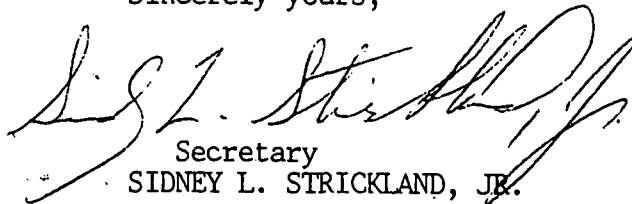
18404-C

18405 18405-B

18405-A

18405-B

Enclosure(s)


Secretary
SIDNEY L. STRICKLAND, JR.

2/16/04

18405/B
EXHIBIT NO. _____ FILED NO. _____

SEP 24 1993 -9 30 AM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1

(AMTRAK TRUST 93-B)

THIS LEASE SUPPLEMENT NO. 1 dated September 24, 1993 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under that certain Trust Agreement (Amtrak Trust 93-B) dated as of September 1, 1993 between BNY CAPITAL FUNDING CORP. and such trustee, as lessor, and NATIONAL RAILROAD PASSENGER CORPORATION (also known as AMTRAK), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment dated as of September 1, 1993 between Lessor and Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Lease Supplement are described in Schedule 1 attached hereto.

3. The Equipment Cost for each Unit is \$2,600,000.

4. The Interim Term of the Lease for the Units covered by this Lease Supplement shall commence on the date of this Lease Supplement and shall terminate on March 22, 1994 unless terminated pursuant to the terms of the Lease. The Base Lease Commencement Date of the Lease for the Units covered by this Lease Supplement shall commence on March 23, 1994 and shall terminate on July 1, 2014 unless earlier terminated or extended pursuant to the terms of the Lease.


5. By the execution and delivery of this Lease Supplement, Lessee and Lessor reaffirm all of the terms, provisions and conditions of the Lease.

6. This Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, the Units described in Schedule 1 hereto have been delivered to Lessee, have been duly accepted by Lessee and that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee, Lessor

By: 
Name: Donald G. MacKelcan
Title: Financial Services Officer

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: _____
Name: Richard I. Klein
Title: Treasurer

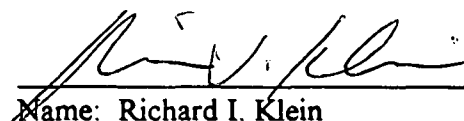
TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN LESSOR'S INTEREST UNDER THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY PNC BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee, Lessor

By: _____
Name:
Title:


NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By:  _____
Name: Richard I. Klein
Title: Treasurer

TO THE EXTENT, IF ANY, THAT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER OR OTHER COLLATERAL WITHIN THE MEANING OF THE UNIFORM COMMERCIAL CODE (OR OTHER LAW RESPECTING SECURITY INTERESTS) AS IN EFFECT IN ANY APPLICABLE JURISDICTION, NO SECURITY INTEREST IN LESSOR'S INTEREST UNDER THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART NO. 1 HEREOF WHICH SHALL BE IDENTIFIED AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY PNC BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, IMMEDIATELY FOLLOWING THIS LEGEND. SUCH COUNTERPART IS THE ONLY COUNTERPART OF THE LEASE SUPPLEMENT THAT CONTAINS THIS LEGEND.

STATE OF Delaware)
) ss.:
COUNTY OF New Castle)

On this 20th day of September, 1993 before me personally appeared Donald G. Mackelcan, to me personally known, who, being by me duly sworn, says that he/she is the Financial Services Officer of Wilmington Trust Company, that said instrument was signed on behalf of said Delaware banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.


Notary Public

My Commission Expires: 4/20/95

[SEAL]

PATRICIA A. EVANS
NOTARY PUBLIC
My Commission expires April 20, 1995

~~District~~
STATE OF Columbia)
City) ss
~~COUNTY OF~~ Washington)

On this 20th day of September, 1993 before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly J. Vinton
Notary Public

My Commission Expires: June 30, 1997

[SEAL]

Receipt of this original counterpart No. 1 of the foregoing Lease Supplement is hereby acknowledged this ____ day of _____, 19____.

PNC BANK, NATIONAL ASSOCIATION
as Indenture Trustee

By _____
Name:
Title:

SCHEDULE 1 TO LEASE
SUPPLEMENT NO. 1

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK EQUIPMENT NUMBERS</u>
EIGHTEEN (18) GENERAL ELECTRIC DASH 8-40 BPH LOCOMOTIVES	806-818 820-824